

Hanh Nguyen  
2131 E. Camero Ave.  
Las Vegas, NV. 89123  
702-752-8382

Plaintiff: in pro se

2012 JUL -9 P 3:21

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

Hanh Nguyen

Plaintiff,

vs.

Name: Washington Mutual, Bank

N.A; JP Morgan Chase Bank, N.A

California Reconveyance

Company; AND DOES, individuals

1 to 100, Inclusive; and ROES.

Corporations 1 to 30,

Inclusive;

Defendants

Case No. 2:11-cv-01799-LRH -RJJ  
Dept. No.

MOTION FOR LEAVE OF COURT TO  
ALLOW PLAINTIFF TO AMEND  
COMPLAINT and TO SET ASIDE 10  
DAY SUBMISSION DEADLINE

Plaintiff Hanh Nguyen herby file a Motion for leave of the Court, for permission to allow me to amend my complaint, without prejudice and to set aside 10 day filing deadline.

A substituted amended complaint (EXHIBIT B) is appropriate because of the Defendant(s) call to action and removal from District court to Federal Court. In the Defendant(s) opposition to my request for a thirty day continuance the Defense mentions

MOTION FOR LEAVE OF COURT TO ALLOW PLAINTIFF TO AMEND COMPLAINT

1 "any request therein to further amend complaint in this matter  
2 is procedurally improper". Respectfully, my request for  
3 continuance was for purposes of research and study, for the  
4 necessary context and insight, to prepare my complaint in the  
5 essence of Federal court rather than District court. Not for  
6 purposes of excluding the Defendant(s) opportunity to contest,  
7 futility, bad faith or otherwise.

8 Originally I had prepared and anticipated my argument to be  
9 heard in State court. The "removal" to federal court has not  
10 only been extremely disruptive to my strategy but it has also  
11 delivered a new set challenges that have been extensively time  
12 consuming due to a whole new set of rules and requirements that  
13 I needed to study and mentally digest. It is in the spirit of  
14 Justice that I request this leave of the court to allow my  
15 second amended complaint be heard and prosecuted.

16  
17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 The motion is exercised pursuant to Federal Rule 15(a) and  
19 LR 15-1.

20 On October 19, 2011 I filed my complaint in the Eight  
21 Judicial Court for the State of Nevada, the forum of my choice.

22 On November 8, 2011 the defendants filed a motion to remove  
23 the complaint from the State court to Federal court under the  
24 premise of 28 U.S.C. § 1331 (federal question) and 28 U.S.C. §  
25 1332 (diversity).

26 In response to the Petition of Removal by the Defendant(s)  
27 I filed a Motion to Remand on November 28, 2011 under the  
28 premise of absentation doctrine and "accidence of residence"  
which was DENIED.

**CONCLUSION**

The rules provide that "leave to amend shall be freely given when justice so requires" Fed.R.CIV.P. 15(a). And given the amendment is proposed prior to any trial or discovery and more than twenty one days have passed since the complaint was originally served then leave of the court is humbly requested.

Based on the foregoing, I respectfully request this Court to allow a leave and grant me permission to amend my complaint, and direct the clerk to file the attached Second Amended Complaint as follows.

Dated this 9<sup>th</sup> day of July, 2012

By: \_\_\_\_\_

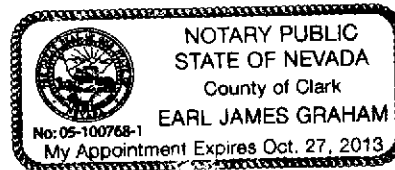
Hanh Nguyen  
2131 E. Camero Ave.  
Las Vegas NV.89123

**ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 9<sup>th</sup> day  
of July 2012.

Signed: \_\_\_\_\_

Earl James Graham



NOTARY PUBLIC in and for the County of Clark, State of Nevada.

Hanh Nguyen  
2131 E. Camero Ave.  
Las Vegas, NV. 89123  
702-752-8382

Plaintiff: in pro se

District Court  
Clark County, Nevada

Plaintiff,	) Case No. <i>2:11-cv-01799-LRH-RJT</i>
Name: Hanh Nguyen	) Dept. No.
vs.	) <b>SECOND AMENDED COMPLAINT</b>
	) <b>(EXHIBIT B)</b>
Name: Washington Mutual, Bank	) 1. Unfair Lending Practices;
N.A; JP Morgan Chase Bank, N.A	) Deceptive Trade Practices;
California Reconveyance	) Conspiracy to Commit Fraud
Company; ; AND DOES,	) and Conversion; Failure to
<i>individuals 1 to 100,</i>	) perform a legal obligation
<i>Inclusive; and ROES.</i>	) 2. Neglect; Failure to perform
<i>Corporations 1 to 30,</i>	) a duty; Deceptive Trade
<i>Inclusive;</i>	) Practices; Failure to
Defendants	) perform a legal obligation
	) 3. Unfair Lending Practices;
	) Deceptive Trade Practices;
	) Conspiracy to Commit Fraud
	) and Conversion; Failure to
	) perform a legal obligation
	) 4. Wrongful Foreclosure;
	) Neglect; Failure to perform
	) a duty; Deceptive Trade
	) Practices; Failure to
	) perform a legal obligation
	) 5. Failure to perform a duty;
	) Deceptive Trade Practices;
	) Failure to perform a legal
	) obligation;
	) 6. Conspiracy to Commit Fraud
	) and Conversion; Fraud and
	) Conversion; Failure to
	) perform a duty; Deceptive
	) Trade Practices; Failure to
	) perform a legal obligation
	) 7. Inspection and Accounting
	) 8. Quiet Title
	) 9. Unjust Enrichment
	) 10. Injunctive Relief
	) 11. Declaratory Relief
	) 12. Rescission

**SECOND AMENDED COMPLAINT**

COMES NOW Hanh Nguyen, Plaintiff *In Proper Person*, and individual, and hereby submit my Complaint against the Defendants; Washington Mutual, Bank N.A; JP Morgan Chase Bank, N.A; California Reconveyance Company;; *AND DOES, individuals 1 to 100, Inclusive; and ROES. Corporations 1 to 30, Inclusive; as Defendants*

COMPAINT OF PLAINTIFF TO DEFENDANT(S) - 1

**JURESDICTION AND PARTIES**

1. Jurisdiction is founded upon the Defendant(s) removal and subsequent court order.(doc #15)
2. I am a resident and at all times material herein, have been and continue to be a resident of the County of Clark, State of Nevada.
3. Upon information and belief the Defendant(s), Washington Mutual, Bank N.A; JP Morgan Chase Bank, N.A; California Reconveyance Company; *AND DOES, individuals 1 to 100, Inclusive, and ROES, Corporations 1 to 30, Inclusive; and all other persons and entities unknown claiming any right, title, estate lien, or interest in the real property described in the Complaint adverse to my ownership, or any cloud upon my title thereto. (hereinafter referred to as "Defendant(s)")* are mortgage bankers, loan servicers, and mortgage related service providers regularly and

1 continuously conducting business in the State of Nevada at  
2 all times relevant hereto.

3 4. The true names and capacities of Defendant(s) named herein  
4 and DOES Individuals 1 to 100, inclusive, and ROES  
5 Corporations 1 to 30, inclusive, whether individuals,  
6 corporations, or other entities are unknown to me at the  
7 present time; however it is alleged upon information and  
8 belief, that these Defendant(s) were involved in the  
9 initiation, approval, support, or execution of the wrongful  
10 acts upon which this litigation is premised, or of similar  
11 actions directed against me about which I am presently  
12 aware. As the specific identity of these parties are  
13 revealed through the course of discovery, I will ask leave  
14 of the Court to amend the Complaint so that the DOES and/or  
15 ROES appellations will be replaced to identify these  
16 parties by their true names and capacities.

17 5. The subject property in this action and conduct of the  
18 parties is located in the State of Nevada.

19 6. This court also has jurisdiction based on diversity of  
20 citizenship, as I am a resident of the State Of Nevada;  
21 Upon information and belief, all Defendants as herein  
22 named, including but not limited to; *AND DOES, individuals*  
23 *1 to 100, Inclusive, and ROES, Corporations 1 to 30,*  
24 *Inclusive;* while foreign or domestic corporations are  
25 conducting business at all times relevant hereto within the  
26 State of Nevada, licensed to a business in Nevada under  
27 Nevada law.  
28

1 7. Venue is proper as the acts complained of occurred, in  
2 substantial part, in the State of Nevada, the owner of the  
3 subject property reside in the State of Nevada and at all  
4 times relevant hereto, the Defendants were doing business  
5 in Nevada.

6 8. At all times material and relevant hereto, I have  
7 maintained primary residence in Clark County Nevada with  
8 the legal description of:

9 SPENCER RIDGE-UNIT 1 PLAT BOOK 63 PAGE 37 LOT 39 BLOCK

10 1/ SEC 14 TWP 22 RNG 61;

11 APN# 177-14-611-039

12 commonly referred to and located at:

13 2131 E. Camero Ave. Las Vegas, NV 89123

14 9. Upon information and belief, all Defendant(s) parties  
15 herein are registered to do business in the State of  
16 Nevada.

17 10. Upon information and belief, Defendant(s) parties as named  
18 herein continue to conduct their business as described  
19 herein or are operating in a derivative capacity to further  
20 the agenda thereof, all to my disadvantage, so as to  
21 unlawfully seize my home without due process and are  
22 statutorily defective in doing so.

23  
24 **GENERAL ALLEGATIONS**

25 1. That on or about SEPT 18, 2007, I secured a loan by virtue  
26 of a First Deed and Note for the purpose of purchasing my  
27 principal residence located at: 2131 E. CAMERO AVE. LAS  
28 VEGAS, NV. 89123 (hereinafter referred to as "Residence").

- 1     2. In the United States home purchases are typically financed  
2       by mortgages or loans secured by a deed of trust and note  
3       which, when executed on behalf of the same entity and by  
4       the same entity as a "note and deed of trust", entitle the  
5       holder of the note and deed of trust to foreclose on the  
6       property of the borrower if the borrower is in default  
7       without legal recourse.
- 8     3. That on or about the 18th day of September, 2007, I entered  
9       into a Loan agreement with the Defendant(s) and agents  
10      thereof, whereby a Promissory Note and Deed of Trust were  
11      created to evidence of my indebtness to Defendant(s)  
12      parties and unknown ROES, all the while believing in good  
13      faith I thought I was purchasing the "American" dream, when  
14      in reality, as these proceedings will come to unveil, was a  
15      nightmare maze of predatory lending practices bestowed in  
16      bad faith and in violation of Federal and State statues by  
17      the Defendant(s) parties and in conspiracy to commit fraud.
- 18    4. Defendant(s) herein, entered into mortgages with deeds of  
19      trust and notes that were separated upon the execution of  
20      the mortgages, the note was sold to an investor who  
21      literally and actually provided the funds for funding the  
22      loan given to the borrower. Prior to or immediately after  
23      the contract was signed by the borrower, the note was  
24      funded by a party other than the originator or servicer of  
25      the loan. The money is in fact, not the property of the  
26      Defentant(s), for it was created out of nothing.
- 27    5. Furthermore this complaint is based on the premise that the  
28      mortgage contract required both parties to provide a



1 legitimate consideration for the exchange. The United  
2 States Supreme Court has ruled time and time again against  
3 the banking institutions that lend credit. Federal and  
4 State laws allow banks to lend money- not credit. In  
5 Federal Courts, it is well settled that the Defendants have  
6 not the power to lend its credit to another by becoming a  
7 surety, endorser, or guarantor. "Farmers and Miners bank v.  
8 Blue Nation Bank. 11f2d 83, 271 u.s. 669.

9 6. ALL Defendant(s) named herein, participated in a conspiracy  
10 to cause me to enter into instruments that would result in  
11 the foreclosure of my home, to initiate foreclosure on the  
12 my home without the right to do so; and the Defendant(s)  
13 have been unjustly enriched by my payments on the note and  
14 further predatory practices to derive unjust compensation  
15 for the sale of the property and the unlawful trustee sale  
16 and conveyance of title on the subject property.

17 7. That Defendant(s) used fractional banking to engage in a  
18 propel deceptive practices within the loan industry and in  
19 violation if Federal and State laws all over the United  
20 States. That Defendant(s), in separately and/or in concert  
21 have attempted to abuse due process and mislead the courts  
22 as to exercise bad faith foreclosure proceedings and  
23 transfers of "Deeds Of Trust" again all to my disadvantage.

24 8. The Defendant(s) did pool, package, and converted the  
25 documents into liquid securities passing the property from  
26 beneficiary to beneficiary under the disguise shell of the  
27 Defendants special purpose entity or (SPE). Thereafter  
28

1 dismissing the usual procedures of Beneficial Corporate  
2 Assignment recording with public constructive notice.

3 9. Securitizing the mortgages is the call to action from the  
4 Defendant(s) to remove the instruments from the banks  
5 financial ledger. Due to the fact that the Defendants never  
6 actually maintained, controlled or preserved their  
7 beneficial interests with lawful conduct and disclosure, it  
8 is by information and belief the Defendants Special Purpose  
9 Entity (SPE) dissolved the validity of the mortgage through  
10 the course of the (SPE) operations.

11 10. In order to profit as much possible the Defendant(s)  
12 purposefully neglected the normal and lawful county  
13 recording operation procedures to account for all  
14 interested parties who hold title to the mortgage. The  
15 Defendant(s) ignored state and federal mandates that affirm  
16 who holds beneficial interest to the deed of trust. Instead  
17 the Defendant(s) privatized the documents into a digital  
18 system where the Defendants traded the instruments, with  
19 premiums, between each other with "excel spreadsheets"  
20 rather than lawfully endorsing the notes, as required by  
21 their own contracts, state law and IRS rules. The  
22 Defendant(s) dismissed the regulations for preserving their  
23 interests and created a new secondary market for mortgage  
24 backed securities.

25 11. That the Defendant(s) disclosure was and to this day not  
26 fully clarified and seemingly selectively processed so as  
27 to secure the real estate loan (hereafter referred to as  
28 "Loan") and as of today, true original and/or copy versions

1 of Application, and Promissory Notes whereabouts are  
2 unknown and as Washington Mutual Bank N.A. is listed as  
3 beneficiary among other Defendant parties as names herein  
4 and soon to be discovered.

5 12. That the terms and conditions of the loan as it would  
6 progress through time was not fully explained to me as  
7 provided by the law. It is "but for" the overzealous  
8 predatory "*glittering generalities*" presented by and of the  
9 agents of the Defendant(s) within the various protocols of  
10 the lending process, that this loan was neither proper nor  
11 suitable for my condition and station in life. The loan  
12 exceeded the reasonable expected value of the property now  
13 and in the foreseeable future. As to this date, there is no  
14 evidence of valid appraisal to justify the loan much less  
15 the process.

16 13. That while I was lead to believe the representations made  
17 by the Defendant(s), it is only that this loan was an  
18 attempt to acquire and promote, mortgage broker premiums,  
19 alleged fees, lender service fees, and to pay a sub prime  
20 loan, all to the advantage profitability of the  
21 Defendant(s).

22 14. That the Defendant(s) did not generate a *true and correct*  
23 *copies* of the Residential Loan documents, in connection  
24 with Loan, or if a *true and correct copy* 1003A and others  
25 was generated it has not been produced or a copy of it  
26 cannot be located.

27 15. That the Defendant(s) action along with other soon to be  
28 discovered DOES and ROES, as alleged, through a concerted

1 action and civil conspiracy, having intentionally create an  
2 unjust detriment of civil, and social disadvantages to me  
3 and damages intrinsic thereof as pled within this  
4 complaint.

5 16. That I was unable to make payments to Loan due to high  
6 monthly payments and unfairly targeted for predatory terms.

7 17. Due to the lack of legal standing the Defendant(s) have  
8 engaged in the retention "foreclosure mill law firms" who's  
9 role is to provide the necessary documentation via forgery  
10 or otherwise to purport the Defendants legal right to  
11 foreclose.

12 18. Special Purpose Entity (SPE) or Loan Servicers or "Fraud  
13 Factories" do not make money through routine servicing  
14 because it's a break even business. Special Purpose Entity  
15 (SPE) make their money through foreclosure processing, fees  
16 and final retail housing sales. The Defendants have  
17 combined the incentive to foreclose with systemized fraud  
18 at the expence of me and my community.

19 19. The foreclosure in process was initiated against my home by  
20 parties with no standing to commence or maintain any  
21 foreclosure proceedings and who were strangers to the  
22 purported loan transactions and which were and are unknown  
23 to me and, moreover, did not fund my loan and are not owed  
24 any funds to be repaid.

25 20. I have was harassed by Defendants and unknown parties to  
26 vacate the property.

1 21.The lenders and investors in mortgaged backed securities,  
2 including the Defendant(s) as names herein, have sought  
3 bail out monies from the United States Government.

4 22.The lenders and investors in mortgaged backed securities,  
5 including the Defendant(s) herein, have used the bailout  
6 monies to repay investors who funded my loan, thus having  
7 no liability for the note and no right to collect on the  
8 note and with no right to initiate foreclosure on my home  
9 and place it for resale to other third parties.

10 23.That I have been in communications concerning a loan  
11 modification program under the "HAMP (Home Affordable  
12 Modification Program) at the time predatory foreclosure  
13 proceedings were initiated by the defendant parties.

14 24.I have had several communications with Defendant(s)  
15 representatives as to loan modification and procedures only  
16 to find out the foreclosure process had commenced while the  
17 Defendant(s) were still requesting income and expense  
18 documents for further review.

19 25.That I never had no true understanding to re-finance or to  
20 arrive at good faith modification process of the loan "but  
21 for" being coerced and mislead by Defendant(s) so as to an  
22 abuse of process in the non judicial foreclosure of the  
23 loan all under the guise of providing a (*fabricated*) loan  
24 modification program under violation of HAMP guidelines and  
25 protocol.

26 26.That I was not given any just right to exercise good faith  
27 negotiations "but for" the bad faith and underhanded  
28 dealing of the Defendant(s).

1 27.The foreclosure on my home as complained herein were  
2 initiated by Defendant(s) who had and have no lawful right  
3 to initiate, advance or maintain any foreclosure action  
4 against the subject residence.

5 28.The Defendant(s) have engaged in "robo signers" who names  
6 appear on thousands of legal Affidavits and petitions,  
7 which further illustrate forgery and overt omissions. At  
8 mediation I discovered that Defendant(s) had used unlawful  
9 "robo signer" to further perpetuate additional conspiracy  
10 by attempting to certify the validity of the foreclosure,  
11 borrower, and specific location of the subject residence.

12 29.That Defendant(s) are with *scienter* concerning such actions  
13 as alleged.

14  
15  
16 **STATEMENT OF CAUSE**  
17

18 This case arises because I am a victim of unlawful foreclosure  
19 because the Defendant(s) threaten in the near future to  
20 foreclose and sell my home.

21 The foreclosure is based upon a deed of trust and note that  
22 are no longer held by the same entity or party and are based  
23 upon a deed of trust that was flawed at the date of  
24 origination of the loan. Further, the loans are the actions of  
25 each of the Defendant(s) in violation of various federal and  
26 state laws. The Defendants have moved to foreclose and are  
27 without lawful right to do so. I seek damages for the known  
28

1 unlawful foreclosure by Defendant(s) on the fraudulent Deed of  
2 Trust.

3 Furthermore I am at imminent risk of losing my home because  
4 one or more of the Defendant(s) has served upon the notices of  
5 foreclosure or notices of default and election to sell, and I  
6 hereby seeks emergency injunctive relief and damages. I bring  
7 this action as the home is being fraudulently and unlawfully  
8 foreclosed upon by Defendant(s) on invalid Deed of Trust, as  
9 the foreclosure having been commenced and advanced in  
10 furtherance of the conspiracy pursuant to which every  
11 Defendant herein, aided and abetted, and/or participated with,  
12 and/or conspired with the other named Defendant(s) in the  
13 wrongful course of conduct, or otherwise, caused the damages  
14 and injuries claimed herein, and are responsible in some  
15 manner for the acts, occurrences and events alleged in this  
16 Complaint.

17  
18 **FIRST CAUSE OF ACTION**

19 **Unfair Lending Practices; Deceptive Trade Practices; Conspiracy**  
20 **to Commit Fraud and Conversion; Failure to perform a legal**  
21 **obligation**

22 30.As Plaintiff, I re-allege and incorporate by reference all  
23 preceding allegations of law and facts as it is fully set  
24 forth herein.

25 31.The Defendant(s) are lenders/debt collectors as defined by  
26 15 USC §1692A and NRS 598D.050; I am a borrower/consumer as  
27 defined by 15 USC §1692A and NRS 598D.020, my residence is  
28

1 a home defined by NRS 598.030; and the loans at issue are  
2 defined by NRS 598D.040.

3 32.Pursuant to NRS 598D.II O. entitle me to this Court's order  
4 enjoining and/or canceling any foreclosure or trustee's  
5 sale of the property.

6 33.The rule of law states that commercial lenders are bound to  
7 certain real estate settlement procedures that protect the  
8 public is USC 12 §2601-§2617; 15 USC §1631 (b)

9 34.It is by information and belief that the defendants totally  
10 dismissed the procedures required for a lawful debtor  
11 creditor relationship.

12 35.These procedures require a creditor to make certain  
13 disclosures with specific form and timing. 15 USC §1632  
14 (a); 15 USC §1638 (a), (A), (B), (i), (ii), (iii), (3), (4), (5),  
15 (12), (13), (15), [A], [B], (b), (1), (2), [A], [B], (i), (ii), (E); 15  
16 USC §1639 (a), (1), (A), (B), (2), (b), (1), (h), (j)

17 36.It is by information and belief that the Defendant(s)  
18 neglected to properly disclose important facts throughout  
19 the lending process discounting or dismissing critical  
20 disclosure events that was later used as leverage to  
21 finalize the transaction against my hard cash deposits at  
22 the initial purchase and again at the critical default  
23 point at the first refinance.

24 37.State and Federal regulations also provide for and govern  
25 the disclosure of origination and other fees involved the  
26 home finance process including the borrower(s) ability to  
27 repay the debt with procedures that measure debt to income  
28 and income verification. 15 USC §1639b (3), (A), (i), (ii),



(C), (D), (i) (ii); 15 USC §1639c (a), (1), (3), (4); NRS  
598D.100 (1) (b)

38. The initial cost for my loan bounced from premium to  
discount to premium. There was no formal standard or medium  
that I could understand or follow. It seemed that the costs  
escalated as the transaction seasoned and my hard cash  
turned non-refundable. There was an obvious pattern that  
continued again at the critical default point at the first  
refinance.

39. With transactions involved with real property there must be  
an appraisal that may not mischaracterize the true value of  
the residence and that any extension of credit is  
prohibited in the event of and violation of the appraisal  
independence standards set within the law. 15 USC §1639e  
(b) (2), (f)

40. The Defendants herein, continued to enforce mortgages  
secured by my home that included no evaluation of any  
commercially reasonable means. It is by information and  
belief that the lenders in this transaction totally  
dismissed the standards for a lawful transaction. There was  
no appraisal offered as existing or available for review.

41. At the completion of each transaction the law provides a  
clear right of rescission. 15 USC §1635 (a), (d), (i), (A), (B)

42. I never received any documentation that offered a  
cancellation period.

43. It is unlawful when two or more people, agency or business  
conspire to defraud another. 18 USC §371

1 44. From the beginning it seemed that the whole transaction  
2 came together surprisingly fast between the Defendant(s)  
3 agents. At the point of purchase and critical refinance  
4 there were several elements left in question and open for  
5 discussion that were never explored or resolved.

6 45. Nevada law prohibits the act of any person who knowingly  
7 makes a false certification or representation in a  
8 transaction. NRS 598.0915 §15

9 46. My transaction has multiple areas of misrepresentation that  
10 span from standard disclosures to the confirmation of value  
11 thru a missing appraisal.

12 47. In the event of the discovery of a lender who willfully  
13 engages in unfair lending practice brings cause for  
14 borrower to cover three times the actual damages and any  
15 potential attorney fees. NRS 598D.110 (2) (a-b)

16 48. It is by information belief that my loan is missing the  
17 protection of the above named procedures and that my  
18 argument has grounds for treble relief.

19 49. That in the event it is necessary for me to retain the  
20 services of an attorney to further prosecute this action  
21 and, therefore, I am entitled to reasonable attorney fees  
22 and costs of suit incurred herein.

23  
24 **IN CONCLUSION**

25 Due to the unfair and deceptive nature of my loan transaction  
26 concerning the loan of the subject property and the origination  
27 thereof, as the Defendants were paid excessive interest and fees  
28 for inflated loan amounts that were unjustified and thoroughly

1 misrepresented by the terms and conditions at the time of the  
2 origination also throughout the service of the subject loan.

3  
4 The Defendants benefited by concealment of the true terms of the  
5 loan, and risky transactions, including but not limited to,  
6 negative amortization, prepayment penalty provisions, at my risk  
7 of default and foreclosure.

8  
9 It is alleged the Defendants thoroughly breached the lawful duty  
10 of a creditor within the above named events with willful  
11 disregard and dismissal for the comprehensive understanding of  
12 the performance required for a successful relationship.

13  
14 That I could not protect myself through the exercise of  
15 reasonable due diligence to mitigate my damages or take any  
16 affirmative action or countermeasures.

17  
18 Defendant(s) conspiracy to unlawful deceive me into taking out  
19 the subject loan when and how they did as alleged herein was  
20 willful, justifying award for punitive damages.

21  
22  
23  
24 **SECOND CAUSE OF ACTION**

25 **Neglect; Failure to perform a duty; Deceptive Trade Practices;**  
26 **Failure to perform a legal obligation**

1 50.As Plaintiff, I re-allege and incorporate by reference all  
2 preceding allegations of law and facts as it fully set  
3 forth herein.

4 51.In Nevada any beneficial assignment of interest of a  
5 mortgage or deed of trust must be recorded in the office of  
6 the county recorder for purposes of constructive notice of  
7 the contents thereof to all persons. NRS 106.210  
8 (1),(2).There are also Assignee liabilities and notices  
9 that identify the details of any transfer of mortgage debt.  
10 15 USC §1641 (g),(1),(D)

11 52. Upon Information and belief, the defendants herein, have  
12 conspired among themselves and other unknown parties to  
13 develop a system of earning profits from the origination  
14 and securitization of residential loans without regard to  
15 my rights and the rights of the members of my community,  
16 for the sake of profits, by engaging in predatory and  
17 deceptive residential lending practices as alleged herein.  
18 In the furtherance of fractional reserve banking, the  
19 Defendants conspirators have intentionally created,  
20 managed, operated and controlled, for the specific purpose  
21 of being designated as a "sham" beneficiary, in my original  
22 deed of trust securing my loan. And that the defendants  
23 purposefully neglected such procedures to avoid the  
24 transparency provided from county recorders and public  
25 oversight.

26 53.There are also Assignee liabilities and notices that  
27 identify the details of any transfer of mortgage debt. 15  
28 USC §1641 (g),(1),(D)

1 54. Defendants intentionally created, managed, operated and  
2 controlled this system with the unlawful intent and purpose  
3 of making it difficult or impossible for myself and other  
4 victims of such industry wide predatory policies and  
5 practices to identify and hold responsible the person or  
6 entities responsible for the unlawful actions of the  
7 Defendants as named herein.

8 55. The laws that provide protection against creditors in  
9 commerce that knowingly make any false representations as  
10 to the connection or a certification of a document by  
11 another person or engage in the disparagement of  
12 documentation by another person by false or misleading  
13 representation of facts. NRS 598.0915 3,8,15

14 56. It is by information and belief that the transfer between  
15 the beneficiaries was designed for and used in the process  
16 of the dissolving the parties who allegedly endorsed or  
17 neglected to endorse the loan in question.

18 57. Any person who knowingly takes advantage of another  
19 person's inability to reasonably protect her own interest  
20 in a consumer transaction due to illiteracy or other  
21 similar condition which manifest itself as an incapacity to  
22 understand the language and terms of the agreement is  
23 engage in deceptive trade practices. NRS 598.092 12

24 58. The originators of the loan exploited my lack of knowledge  
25 of the process as a whole. When I found myself confused and  
26 lacking in the necessary substance to understand the  
27 process I was shuttled to a different condition or  
28 requirement within the process leaving my confusion and

1 lack of understanding at the wayside. Upon my attempt to  
2 revisit the elements of confusion my efforts were dismissed  
3 and my answers indefinitely postponed.

4 59. That in the event it is necessary for me to retain the  
5 services of an attorney to further prosecute this action  
6 and, therefore, I am entitled to reasonable attorney fees  
7 and costs of suit incurred herein.

8  
9 **IN CONCLUSION**

10 The Defendants have, profited from their respective roles in  
11 originating the loans, selling them, and pooling the home loans  
12 together in large bundles which were sold and turned into  
13 financial derivative instruments.

14  
15 The Defendants casual disregard for performing the legal  
16 obligations through the course of our relationship is my call to  
17 accountability.

18  
19 The Defendants are therefore in possession of money that belongs  
20 to me and have further attempted deprived me of my home and  
21 quiet enjoyment through the exploitation and abuse of the legal  
22 process and the lack of public knowledge and understanding.

23  
24  
25 **THIRD CAUSE OF ACTION**

26 Unfair Lending Practices; Deceptive Trade Practices; Conspiracy  
27 to Commit Fraud and Conversion; Failure to perform a legal  
28 obligation

1 60. As Plaintiff, I re-allege and incorporate by reference all  
2 proceeding allegations of law and facts as it is fully set  
3 forth herein.

4 61. There are procedures and rules of law that state commercial  
5 lenders are bound to certain real estate settlement  
6 procedures that protect the public. 12 USC §2601-§2617; 15  
7 USC §1631 (b). These procedures require a creditor to make  
8 certain disclosures with specific form and timing. 15 USC  
9 §1632 (a); 15 USC §1638(a), (A), (B), (i), (ii), (iii), (3), (4),  
10 (5), (12), (13), (15), [A], [B], (b), (1), (2), [A], [B], (i), (ii) (E);  
11 15 USC §1639 (a), (1), (A), (B), (2), (b), (1), (h), (j).

12 62. Upon information and belief, the escalating payments  
13 and/or increases in the interest rate were not properly  
14 disclosed.

15 63. State and Federal regulations also provide for and govern  
16 the disclosure of origination and other fees involved the  
17 home finance process including the borrowers' ability to  
18 repay the debt with procedures that measure debt to income  
19 and income verification. 15 USC §1639b (3), (A), (i), (ii),  
20 (C), (D), (i) (ii); 15 USC §1639c(a), (1), (3), (4); NRS 598D.100  
21 (1) (b)

22 64. It is by information and belief that the Defendant(s)  
23 herein dismissed any reasonable mechanism that would  
24 demonstrate my capacity to repay the alleged loan.  
25 Defendants herein know or should have known that the loan  
26 made herein was based on stated income with no verification  
27 that would normally support my ability to repay the loan.  
28

1 65. Defendant(s) and each of them, knew prior to their  
2 origination of my loan or acceptance of the loans for  
3 servicing and subsequent transfer of the loans that I was  
4 not qualified to make payments under the loan terms;  
5 however, Defendant(s) know or should have known that I  
6 would rely, and did rely on Defendants representation, and  
7 the representations of Defendant(s) agents, as alleged  
8 herein related to my ability to repay the loan or to  
9 refinance a new loan at a later period in time, influencing  
10 me in taking the loan and signing the documents.

11 66. In the spirit of continued profits amongst the Defendants  
12 the accountability of correctly underwriting my ability to  
13 qualify and repay the alleged loan has turned into a desert  
14 mirage of misrepresentations.

15 67. With transactions involved with real property there must be  
16 an appraisal that may not mischaracterize the true value of  
17 the residence and that any extension of credit is  
18 prohibited in the event of and violation of the appraisal  
19 independence standards set within the law. 15 USC  
20 §1639e(b)(2), (f)

21 68. The Defendant(s) herein, continued to enforce mortgages  
22 secured against my home that included no evaluation of any  
23 commercially reasonable means. It is by information and  
24 belief that the lenders in this transaction totally  
25 dismissed the standards for a lawful evaluation of value.  
26 There was no presentation of an appraisal or any disclosure  
27 of value during the string of events I experienced with the  
28 Defendant(s).



1 69. At the completion of each transaction the law provides a  
2 clear right of rescission. 15 USC §1635 (a), (d), (i), (A), (B)

3 70. I never received any disclosures that expressed or implied  
4 and cancellation or rescission period.

5 71. There are also Assignee liabilities and notices that  
6 identify the details of any transfer of mortgage debt. 15  
7 USC §1641 (g), (1), (D)

8 72. That Defendant(s) did not furnish or provide the correct  
9 Notice of Servicing that the loan may be assigned, sold or  
10 transferred.

11 73. For two or more people, agency or business to conspire to  
12 commit any offence of effect the object of a conspiracy to  
13 defraud another is unlawful. 18 USC §371

14 74. Defendants and lenders, Securitizers, and/or servicers  
15 participating in the MERS system serviced and received my  
16 previous payments formed an association to conspire to  
17 deprive me of my property through fraud and  
18 misrepresentation that would resulted in me entering into  
19 loan agreements for which I was ultimately not qualified  
20 and which would eventually result in my inability to make  
21 payments and stay in my home.

22 75. Upon information and belief, in furtherance of the  
23 conspiracy, Defendant(s) intended to, and succeed in the  
24 packaging of my flawed loan with other loans to sell them  
25 on the secondary market, to congressionally chartered  
26 agencies, which as a taxpayer I am involved in supporting,  
27 resulting in a substantial profit to the Defendant(s) above  
28 and beyond the standard yield normally realized.

1 76.Nevada law also prohibits the act of any person knowingly  
2 makes a false certification or representation in a  
3 transaction. NRS 598.0915 §15

4 77.The Defendant(s) know or should have known that the  
5 originators of the loan made promises to me that  
6 refinancing would be available when or if any monthly  
7 payments on Adjustable Rate Note increased.

8 78.In the event of the discovery of a lender who willfully  
9 engages in unfair lending practice is liable to the  
10 borrower three times the actual damages and potential  
11 attorney fees. NRS 598D.110(2) (a-b)

12 79.That Defendant(s) individually or collectively received  
13 kickbacks, unearned fees, or a thing of value of the real  
14 estate settlement, entitling me to treble the amount of  
15 damages with potential attorney fees.

16 80.That in the event it is necessary for me to retain the  
17 services of an attorney to further prosecute this action  
18 and, therefore, I am entitled to reasonable attorney fees  
19 and costs of suit incurred herein.

20  
21 IN CONCLUSION

22 Defendant(s) legal objective of packaging my loan with other  
23 loans and selling the loan was accomplished by illegal means in  
24 procuring the loans because of the Defendants violation of law  
25 as alleged herein.

26  
27 Defendant(s) actions as complained constitute unfair lending  
28 practices and are violations of the law designed to protect me.

1 The actions, breach of duties and the Defendant(s) neglect to  
2 lawfully perform to capacity have caused me to realized damages  
3 on several levels as a result thereof as alleged herein. Thus  
4 the Defendant(s) committed acts which constitute unlawful  
5 stripping.

6  
7 Upon information and belief, Defendant(s) knew that my loan  
8 would be subject to foreclosure as a result of my inability to  
9 make payments on the loan. After the payments escalated during  
10 the term of the loan my ability to make payments quickly  
11 dissolved with my ability to qualify for a refinance, at a later  
12 date, after the payments began to escalate.

13  
14 Furthermore the Defendant(s) intended that I would default on  
15 the loan and Defendant(s) would be in a position of seizing my  
16 home in a foreclosure action at a substantial discount,  
17 unlawfully depriving me of the property that I have improved and  
18 preserved.

19  
20 The Defendant(s) engaged in deceptive trade practices by  
21 knowingly making false representations.

22  
23 The actions of Defendant(s) were intentional or taken with  
24 callous disregard of the damage that would result to me.  
25 As such, I am entitled to recover punitive damages in amount to  
26 be determined at trail.

1 As a result of the Defendant(s) conspiracy described herein, I  
2 have suffered injuries which include mental anguish, emotional  
3 distress, embarrassment, humiliation, loss of reputation and  
4 decreased credit rating, as of which has, or will impair my  
5 ability to obtain credit at a more favorable rate the before the  
6 decrease in credit rating, the fear of the anticipated loss of  
7 my home and other financial losses according to proof including  
8 the court costs and fees incurred in this matter.

9  
10 Upon information and belief, the Defendant(s) conspirators,  
11 through the creation of this fractional banking system as  
12 alleged herein, adopted and implemented residential lending  
13 guidelines for use in Nevada and in other states which were  
14 intended to, and did, generate unprecedented profits for the  
15 Defendant(s) conspirators and their co-conspirators at the  
16 expense of me and the members of this community and other  
17 persons who were fraudulently induced by the Defendant(s)  
18 conspirators and their co-conspirators, at the time the loans  
19 were originated and; were likely to result in foreclosure of the  
20 loans and losses by myself and other borrowers and their homes,  
21 with reckless disregard and intentional indifference by the  
22 Defendant(s) conspirators and their co-conspirators of the  
23 likelihood of such foreclosure.

24  
25 It's my belief Defendant(s) herein acted as creators for the  
26 conspiracy to hide their unlawful activity of the co-conspirator  
27 agents and brokers and also acted and participated in action  
28

1 such as Lenders, Servicers and Securitizers within the  
2 conspiracy.

3  
4 Defendant(s) knew or should have known that had the truth been  
5 disclosed, I would have not entered into the loan when and how I  
6 did.

7  
8 Defendant(s) have committed and continue to commit unfair  
9 lending practices in violation of law.

10  
11 That I could not protect myself through the exercise of  
12 reasonable due diligence to mitigate my damages or take any  
13 affirmative action or countermeasures.

14  
15 Defendant(s) conspiracy to unlawful deceive me into taking out  
16 the subject loan when and how they did as alleged herein was  
17 willful, justifying award for punitive damages.

18  
19  
20 **FOURTH CAUSE OF ACTION**

21 **Wrongful Foreclosure; Neglect; Failure to perform a duty;**  
22 **Deceptive Trade Practices; Failure to perform a legal**  
23 **obligation**

24 81.As Plaintiff, I re-allege and incorporate by reference all  
25 preceding allegations of law and facts as it is fully set  
26 forth herein.

27 82.A debt collector may not use any false or misleading  
28 representation in connection with the collection of any  
debt including the false representation of the character or

1 legal status. Furthermore the use of any written  
2 communication which simulates an authorized document which  
3 creates a false impression or the use of any false  
4 representation as means to collect or attempt to collect a  
5 debt and the false implication of documents purported as a  
6 legal process are prohibited activities. 15 USC §1692e  
7 (2), (A), (9), (10), (13)

8 83. The defendants herein have actively engaged me for the  
9 surrender of my home under the false pretence that I am to  
10 satisfy their flawed obligation. They have sent me several  
11 communications in attempt to compel me to affirm and repay  
12 the obligation in controversy.

13 84. It is also unfair for a debt collector to take or threaten  
14 to take non-judicial action to effect the disposition of a  
15 residence when there is no present right of possession, as  
16 claimed by the Defendants, as collateral through an  
17 enforceable security interest. 15 USC §1692f (6), (A)

18 85. The efforts of the defendants to foreclose upon my home  
19 have expanded to the defendants sending third party vendors  
20 to my door step; interrupting the quiet enjoyment; leaving  
21 propaganda at my front doorstep in a effort to misguide my  
22 understanding of the context of their claim against my home  
23 in so much as to offer financial incentives to persuade the  
24 surrender or abandonment of my home.

25 86. It also unlawful to design or furnish a form knowing that  
26 such form would be used to create a false belief in a  
27 consumer that a person other than the creditor who is  
28

1 participating in the collection of a debt, when in fact  
2 such a person is not so participating. 15 USC §1692f

3 87. In the efforts of the Defendant(s) to strip me of my home  
4 they have furnished false documentation to state of Nevada  
5 mediation authorities in a effort to support the  
6 foreclosure claim.

7 88. The court shall consider the frequency and persistence of  
8 non-compliance and the sufficiency or lack of sufficiency  
9 of procedures in determining the civil liability for non-  
10 compliance. 15 USC §1692k (b), (1), (c)

11 89. The Defendant(s) herein have exploited my loan on several  
12 levels. There are several law suits against the  
13 Defendant(s) across the United States. It is in the same  
14 theme of character and form that these unlawful activities  
15 have provided record of profits for the Defendant(s). It  
16 public knowledge that the Defendant(s) have received record  
17 profits and continue to receive the same. In addition the  
18 Defendant(s) have discovered it to be in the spirit of  
19 profits to continue to abuse and violate the above named  
20 laws due to the lack of public accountability, awareness  
21 and resources.

22 90. In any matter within this jurisdiction any person or  
23 business who knowingly and willfully falsifies, covers up  
24 by any trick, makes any materially false or fraudulent  
25 statement or uses any false writing or document knowing the  
26 same to contain any materially false or fictitious  
27 statement or entry shall be in violation of federal law. 18  
28 USC §1001

1 91. Upon the initiation of the Defendant(s) charge against my  
2 home the Defendant(s) filed a insufficient Notice of  
3 Default ignoring the lawful procedures required to  
4 purposefully recover for any alleged breach of performance.

5 92. As confirmation in the foreclosure procedures, the  
6 beneficiary must cause to be recorded in the office of the  
7 county recorder a notarized affidavit of authority prior to  
8 any notice of breach or election to sell to satisfy an  
9 obligation. Such affidavit shall include specific details  
10 regarding the identification of all parties involved and  
11 the expressed authority to exercise any power of sale. NRS  
12 107.080 (2) (c) (1-6)

13 93. The Defendant(s) herein ignored the standard of authority  
14 required by Nevada law. No affidavit has been filed or  
15 received by the Defendants that confirm any affirmative  
16 claim directed towards my home.

17 94. If the court finds that the beneficiary did not comply with  
18 the procedure mandates within the state guidelines that  
19 treble damages, with reasonable attorney fees, if  
20 applicable, be rewarded and an injunction enjoining the  
21 exercise of the power of sale until the beneficiary is  
22 compliant. NRS 107.080 (7) (a-c)

23 95. The Defendant(s) herein have ignored the lawful procedures  
24 within Nevada which, lay claim and provide grounds for  
25 treble damages and potential attorney fees.

26 96. That in the event it is necessary for me to retain the  
27 services of an attorney to further prosecute this action  
28



1 and, therefore, I am entitled to reasonable attorney fees  
2 and costs of suit incurred herein.  
3

4 **IN CONCLUSION**

5 In conclusion the Defendant(s) have ignored the legal standards  
6 and protections provided to consumers in the United States. The  
7 unlawful activities have included false and misleading documents  
8 and events that I pray the court finds predatory and un-  
9 acceptable.  
10

11 The Defendant(s) frequency and persistence shine though the  
12 neighborhoods in this community via blighted and abandoned  
13 properties that other home owners and families have resigned.  
14

15 The breach of duty to lawfully protect and preserve the chain of  
16 procedures to a lawful claim and recovery has been ignored. It  
17 is by information and belief that the Defendant(s) have used  
18 their commercial precedence to intimidate me and the members of  
19 my community into surrendering our homes under these flawed  
20 instruments.  
21

22 **FIFTH CAUSE OF ACTION**

23 Failure to perform a duty; Deceptive Trade Practices; Failure  
24 to perform a legal obligation;

25 97.As Plaintiff, I re-allege and incorporate by reference all  
26 preceding allegation of law and facts as it is fully set  
27 forth herein.  
28

1 98.The implementation and purpose of economic recovery  
2 legislation has been designed to stabilize the mortgage  
3 industry to restore liquidity and stability in the  
4 financial system of the United States and provide an  
5 authority to protect home values and preserve  
6 homeownership. 12 USC §5201 (2), (A), (B)

7 99.That the Defendants herein have improperly and/or  
8 unlawfully recorded a Notice of Breach and Election to Sell  
9 and Foreclosure against my home and have begun the  
10 foreclosure process pursuant to the above referenced flawed  
11 Deed of Trust.

12 100.Federal law also provides consent to reasonable loan  
13 modification requests, loss mitigation measures including  
14 term extensions, rate reductions, principal write-downs or  
15 removal of other limitations on modifications. 12 USC §5219  
16 (c)

17 101.Defendant(s) breached these obligations by, among other  
18 things by failing to and/or refusing to negotiate with me  
19 in good faith, after I requested mortgage assistance under  
20 HAMP; Failing to properly identify whether I meet the  
21 minimum HAMP eligibility requirements and may therefore be  
22 eligible for a mortgage modification; for excluding me in  
23 the determination of who meets the minimum HAMP eligibility  
24 requirements, for failing to determine if I qualify for  
25 HAMP modification and failing to offer modifications as  
26 required by HAMP; failing to notify me in writing of the  
27 determinations regarding the eligibility for mortgage  
28 modifications and the reasons for those determinations with

1 sufficient detail to enable me to determine whether the  
2 decision is correct; initiating and continuing foreclosure  
3 action that had previously been commenced against me after  
4 I met the minimum HAMP eligibility criteria; failing to  
5 temporarily suspend foreclosure actions while the mortgage  
6 modification was considered or alternative prevention  
7 options.

8 102.The efforts to utilize the federal relief name above has  
9 been turned into a run-a-round routine of phone calls and  
10 transfers between phone specialists. From the beginning to  
11 end the procedures I experienced where nothing more than  
12 charade of nonsense.

13 103.Each mortgage servicer participating in the Making Home  
14 Affordable initiative shall provide each borrower whose  
15 request for a mortgage modification under the program is  
16 denied, the details and related input data used in the  
17 analysis performed and determination of any applicable  
18 participation within the program. 12 USC §5219a (a)

19 104.The Defendants herein have not given me any valid  
20 substance regarding my efforts to participate the federal  
21 programs named above. As with the phone communications, it  
22 would appear from my previous attempts to realize any  
23 relief from these resources that the Defendant(s) have  
24 neglected to provide the human resources necessary to  
25 service its customers who face these same problems.

26 105.That in the event it is necessary for me to retain the  
27 services of an attorney to further prosecute this action  
28

1 and, therefore, I am entitled to reasonable attorney fees  
2 and costs of suit incurred herein.

3  
4 IN CONCLUSION

5 The legal obligations and breach of duty have been ignored and  
6 command restitution.

7  
8 Defendant(s) willfully failed to properly review or consider my  
9 HAMP application and failed to suspend the flawed foreclosure  
10 action and further failed to provide me with any reasonable  
11 alternative foreclosure prevention options as required by HAMP  
12 guidelines and other federal applicable guidelines.

13  
14 Defendants knowingly misrepresented material representation to  
15 me on application, and re-application under a misrepresented  
16 attempt to modify and negotiate to keep my home while other  
17 Defendants' parties were proceeding in foreclosure without  
18 proper due notice, and fair dealing, all a violation of Nevada  
19 statutes all "but for" the Defendants greed.

20  
21 The actions of the Defendant(s) in initiating the foreclosure by  
22 recording the Notice of Breach and Election to Sell constitute  
23 libel of title against the subject property. If Defendant(s)  
24 foreclose under Nevada's power of sale foreclosure law, such  
25 foreclosure sale and/or transfer of title to Defendants' or any  
26 third party is unlawful, invalid and a void transaction.  
27 Defendant(s) have no power, authority, or right to foreclose or  
28 to sell my home.

1  
2 The Defendant(s) have failed to provide loan documents when  
3 requested.

4  
5 The Defendant(s) benefited by their agents failing to disclose  
6 material terms of my loan and incidental services by inter alia  
7 failing to explain the fact that I and others similarly situated  
8 were not qualified to enter into the loans on the terms stated  
9 and willfully neglected the standard of care that I should be  
10 entitled as a consumer.

11  
12 **SIXTH CAUSE OF ACTION**

13 **Conspiracy to Commit Fraud and Conversion Fraud and**  
14 **Conversion; Failure to perform a duty; Deceptive Trade**  
**Practices; Failure to perform a legal obligation**

15 106.As Plaintiff, I re-allege and incorporate by reference all  
16 preceding allegations of law and facts as it is fully set  
17 forth herein.

18 107.A debt collector may not use any false or misleading  
19 representation in connection with the collection of any  
20 debt including the false representation of the character or  
21 legal status. Furthermore the use of any written  
22 communication which simulates an authorized document which  
23 creates a false impression or the use of any false  
24 representation as means to collect or attempt to collect a  
25 debt and the false implication of documents purported as a  
26 legal process are prohibited activities. 15 USC §1692e  
27 (2), (A), (9), (10), (13)

1 108. Upon the Defendant(s) submission for petition for  
2 certification I discovered several pertinent details that  
3 were missing or otherwise omitted from the document that  
4 affirms the Defendant(s) authority via details and  
5 information to foreclose. In Nevada prior to trustee sale  
6 the charge against the residence must have follow a  
7 specific form and timing. It is alleged the Defendant(s)  
8 used under qualified technicians with a notary stamp in the  
9 presumed capacity of vice president. These technicians  
10 stamped petitions to foreclose with blatant disregard to  
11 the identification of the specific borrower(s) or a  
12 specific legal description of the residence in question. In  
13 the continued spirit of profit and ignorance of the law,  
14 the Defendant(s) dissolved the validity of the petitions/  
15 certifications by fraudulently associating insufficient  
16 documentation with thousands of homes. The question of  
17 which petition matches what property and borrower was  
18 completely ignored. In essence the Defendants used the same  
19 petitions against several mortgage accounts when lawful  
20 procedures require a separate petition for each  
21 foreclosure.

22 109. In the Unites States it is unlawful to falsely make or  
23 otherwise counterfeit property or documents for use in  
24 commerce. 18 USC §21(a)(1)

25 110. It is by information and belief that the Defendant(s) have  
26 otherwise counterfeited the petition/ certification to  
27 foreclose only for efficiency and convenience.  
28

1 111. When an individual authorized by law to make a certificate  
2 or other writing, who knowingly makes and delivers the  
3 writing as true, when that writing contains a statement  
4 which he knows to be false is in violation of the law. 18  
5 USC §1018.

6 112. It by information and belief that the Defendant(s) have  
7 utilized a systematic process of fraud to intimidate me  
8 into the surrender of my home. The Defendant(s) have  
9 procured not only a insufficient petition to foreclose but  
10 other media to persuade me of their claim as being valid.

11 113. In Nevada, before a bank can foreclose on an owner  
12 occupied residence the creditor must send notice to the  
13 debtor, in writing, a contact phone number to initiate a  
14 loan modification. NRS 107.086 2, a, (1)

15 114. The Defendant(s) have not sent any communication that  
16 establishes a point of contact with any party who can  
17 delegate any authority or decision for a loan modification.

18 115. Upon election of mediation the beneficiary of the deed of  
19 trust shall bring to the mediation the original or  
20 certified copy of the deed of trust, the mortgage note and  
21 each assignment of the deed of trust to affirm the debtors  
22 rights to receive certification for sale. NRS 107.086 (4)

23 116. I have requested various information regarding various  
24 sale, transfer of funding sources, legal and beneficial  
25 ownership changes, charges, credits, debits, transactions,  
26 reversals, and payments to which I have been unsuccessful  
27 in receiving. Although I have requested this information,  
28

1 Defendant(s) have failed to disclose the same or provide  
2 presently accurate account information.

3 117. No person shall falsely make a record or other authentic  
4 matter, due bill for the payment of money, or request for  
5 the payment of money, with the intent to damage or defraud  
6 any person. Nor shall any person utter or publishes a  
7 fictitious document to defraud or purport to be a bill or  
8 other instrument in writing for the payment of money. NRS  
9 205.090; NRS 205.100

10 118. The Defendant(s) herein have attempted on several  
11 occasions to mail me demands for the alleged unlawful debt  
12 against my home with no legal standing to support their  
13 claim.

14 119. Every person who, knowing the same to be forged, with the  
15 intent to defraud, shall utter or put off as true the false  
16 making shall be guilty of forgery the same as if the person  
17 had forged the same. NRS 205.110

18 120. The Defendant(s) have several vendors who work as agents  
19 of the Defendant(s). These vendors have initiated  
20 activities against the quiet enjoyment and peace of my  
21 home. The documents that the third party vendors have  
22 utilized several misrepresentations as to the who the  
23 correct creditor is and where re-payment should be  
24 realized.

25 121. A person shall not cause a petition (referendum or other  
26 petition circulated in the pursuance of any law) to be  
27 filed when that petition contains any false information.  
28 NRS 205.125 (4), (6)



1 122.The Defendants herein have filed a false petition with the  
2 Mediator Administration in this State that perpetuate the  
3 Defendants unlawful activities and unlawful claim for  
4 unjust enrichment against my home.

5 123.Each person who shall be a party to any fraudulent  
6 conveyance, or any right or interest issuing out of the  
7 same, contrived with intent to deceive and defraud others  
8 is to be held accountable by the law. NRS 205.330

9 124.The Defendant(s) agents with their unlawful shenanigans  
10 did file a petition for foreclosure certification to the  
11 Nevada Mediation Administration which clearly illustrates  
12 the Defendants lack of respect for Nevada law and the  
13 necessary identification details within the petition.  
14 Further more the defendants misrepresented the capacity of  
15 the authorized signer as a vice president of the  
16 corporation when in fact the authorized signer's station in  
17 the organization equaled the merit of a customer service  
18 specialist with a notary stamp.

19 125.The laws also provide protection against venders in  
20 commerce that knowingly make any false representations as  
21 to the connection or a certification of a document by  
22 another person or engage in the disparagement of  
23 documentation by another person by false or misleading  
24 representation of facts. NRS 598.0915 3, 8 ,15

25 126.As previously stated the defendants used false  
26 representations to support the unlawful claim against my  
27 home through the attempted use of a fraudulent  
28 certification.

1 127.Any person who knowingly takes advantage of another  
2 person's inability to reasonably protect her own interest  
3 in a consumer transaction due to illiteracy or other  
4 similar condition which manifest itself as an incapacity to  
5 understand the language and terms of the agreement is  
6 engage in deceptive trade practices. NRS 598.092 12

7 128.From start to finish my transaction was flurry of papers  
8 and rushed events. My questions were discounted and my  
9 objections dismissed. In the chain of events I remembered  
10 being captured into a funnel of "bait and tackle" products  
11 and false pretences to influence me to sign the loan papers  
12 the initial purchase and again upon re-finance.

13 129.That in the event it is necessary for me to retain the  
14 services of an attorney to further prosecute this action  
15 and, therefore, I am entitled to reasonable attorney fees  
16 and costs of suit incurred herein.

17  
18 IN CONCLUSION

19 I never pledged any debt to the Defendants, I feel the  
20 defendants are strangers to me and my residence and their claim  
21 has no grounds.

22  
23 Defendant(s) foreclosure was statutorily defective pursuant to  
24 Nevada law and lack the procedural and legal obligations that I  
25 am entitled to a consumer.

26  
27 I have also requested various information regarding various  
28 sale, transfer of funding sources, legal and beneficial

1 ownership changes, charges, credits, debits, transactions,  
2 reversals, and payments with no success  
3

4 Although I requested this information, Defendant(s) have failed  
5 to disclose the same. I can only presume that their claim to my  
6 home is unlawful and must be argued.  
7

8 SEVENTH CAUSE OF ACTION

9 Inspection and Accounting  
10

11 130.As Plaintiff, I re-allege and incorporate by reference all  
12 preceding allegation of law and facts as it is fully set  
13 forth herein.

14 131.Due to the unfair and deceptive nature of the my loan  
15 transaction *concerning the loan of the subject property and*  
16 *the origination thereof*, as the Defendant(s) were paid  
17 excessive interest and fees for inflated loan amounts that  
18 were unjustified and thoroughly misrepresented by the terms  
19 and conditions as the time of the origination also  
20 throughout the service of the subject loan.

21 132.The Defendant(s) are therefore in possession of money that  
22 belongs to me and have deprived me of its possession and  
23 enjoyment.

24 133.I have various forms of communication with Defendant(s)  
25 parties about the accounting and servicing of their loans.

26 134.I have also requested various information regarding  
27 various sale, transfer of funding sources, legal and  
28

1       beneficial ownership changes, charges, credits, debits,  
2       transactions, reversals, and payments.

3       135.Although I have requested this information, Defendant(s)  
4       have failed to disclose the same or provide presently  
5       accurate account information.

6       136.As a customer of Defendant(s) parties, and as a direct  
7       party contract, I am entitled to disclosure for copy  
8       inspection and accounting on my account information.

9       137.As a direct and proximate result of the Defendant(s)  
10       misconduct, I have sustained actual, special, and  
11       consequential damages in excess of \$10,000.00

12       138.That in the event it is necessary for me to retain the  
13       services of an attorney to further prosecute this action  
14       and, therefore, I am entitled to reasonable attorney fees  
15       and costs of suit incurred herein.

16  
17                   **EIGHTH CAUSE OF ACTION**

18                           Quiet Title  
19

20       139.As Plaintiff, I re-allege and incorporate by reference all  
21       preceding allegation of law and facts as it is fully set  
22       forth herein.

23       140.That the Defendant(s) herein have improperly and/or  
24       unlawfully recorded a Notice of Breach and Election to Sell  
25       and Foreclosure against my home and have began the  
26       foreclosure process pursuant to the above referenced Deed  
27       of Trust.  
28

1 141.The actions of the Defendant(s) in initiating the  
2 foreclosure by recording the Notice of Breach and Election  
3 to Sell constitute libel of title against the subject  
4 property. If Defendants foreclose under Nevada's power of  
5 sale foreclosure law, such foreclosure sale and/or transfer  
6 of title to Defendants' or any third party is unlawful,  
7 invalid and a void transaction. Defendants' have no power,  
8 authority, or right to foreclose or to sell subject  
9 property.

10 142.That I am is entitled to an Order of the Federal court  
11 District of Nevada, quieting title to my home and against  
12 the named Defendant(s) or any third party acquiring title  
13 by invalid or voids trustee's sale. That such order is  
14 legally justified under Federal law and Nevada Statutes  
15 governing Quiet Title Actions and/or Declaratory Relief.

16 143.That in the event it is necessary for me to retain the  
17 services of an attorney to further prosecute this action  
18 and, therefore, I am entitled to reasonable attorney fees  
19 and costs of suit incurred herein.  
20  
21

22 **NINTH CAUSE OF ACTION**

23 **Unjust Enrichment**  
24

25 144.As Plaintiff, I re-allege and incorporate by reference all  
26 preceding allegations of law and facts as it is fully set  
27 forth herein.  
28

1 145.I am informed and believe and thereon alleges that the  
2 Defendant(s) in this case have received insurance  
3 reimbursement(s) under terms of an insurance policy to  
4 protect Defendant(s) in the event the buyer went into  
5 default on payment of the subject promissory note. Said  
6 payments would be paid when the note went into default as  
7 set forth above.

8 146.That as a result of the Defendant(s) collection on various  
9 investments and insurances concerning the promissory note  
10 on the subject property that there is in the very least an  
11 offset to their alleged losses on the subject notes. But  
12 the Defendant(s) are now seeking to re-acquire the  
13 residence ostensibly for the purpose of selling the  
14 property at a substantial profit.

15 147.That as a result of payment to the Defendant(s) under any  
16 insurance policy or secondary market investment upon the  
17 default in payments and the re-acquisition of the SUBJECT  
18 PROPERTY constitute a unjust enrichment to the Defendant(s)  
19 because the Defendant(s) have been fully or partially paid  
20 or compensated for any alleged losses.

21 148.Based on the forgoing, I seek credits and a "realized"  
22 accounting thereof for payments made to the Defendant(s)  
23 for the alleged default and secondary investment markets as  
24 only "true" damages or obligations under the Deed of Trust  
25 between the parties cannot be readily discernable until  
26 revealed. Thus, Defendant(s) moving when and how they have  
27 against me and my home and their argument for default and  
28 foreclosure proceedings is moot, without standing, baseless

1 and predatory as it is schemed on erroneous information or  
2 fraud and should be regarded as such until proper discovery  
3 can allow a balanced overview and remedy for the parties  
4 concerned.

5 149. That in the event it is necessary for me to retain the  
6 services of an attorney to further prosecute this action  
7 and, therefore, I am entitled to reasonable attorney fees  
8 and costs of suit incurred herein.

9  
10 TENTH CAUSE OF ACTION

11 Injunctive Relief  
12

13 150. As Plaintiff, I re-allege and incorporate by reference all  
14 preceding allegations of law and facts as it is fully set  
15 forth herein.

16 151. I will likely succeed on the merits of her claims as set  
17 forth herein.

18 152. If the Defendant(s) prevails in the sale and foreclosure  
19 of my home, then I will be irreparably harmed because the  
20 property is unique in nature and no adequate remedy at law  
21 exists to replace the property.

22 153. A temporarily restraining order, preliminary injunction,  
23 and/or permanent injunction is necessary to:

24 a. Prevent the Defendant(s) parties from foreclosing on  
25 the subject property; and;

26 b. To stay eviction proceedings and;

27 c. Compel the Defendant(s) parties to functionally modify  
28 the terms of the loan on the subject property.

1 154.I am entitled to judicial determination that the  
2 Defendant(s) parties cannot sell, convey the property so as  
3 to enforce the *Deed of Trust under false pretenses* and that  
4 the Defendant(s), its assignees and/or successor be  
5 declared to have no right to foreclose and/or to evict me  
6 from my home.

7 155.That any trustee sale is to be declared null, void, and  
8 improper.

9 156.That in the event it is necessary for me to retain the  
10 services of an attorney to further prosecute this action  
11 and, therefore, I am entitled to reasonable attorney fees  
12 and costs of suit incurred herein.

13  
14 **ELEVENTH CAUSE OF ACTION**

15 **Declaratory Relief**  
16

17 157.As Plaintiff, I re-allege and incorporate by reference all  
18 preceding allegations of law and facts as it is fully set  
19 forth herein.

20 158.A justiciable controversy exists between myself and  
21 Defendant(s).

22 159.The specific controversy is the Defendant(s) violation of  
23 federal and state compliance from the origination of the  
24 loan, through out the service of the subject loan, the  
25 statutorily defective and unlawful foreclosure and  
26 attempted conveyance of title of my home, the acts of  
27 harassment against me and the predatory conduct of the  
28 Defendant(s) parties herein after the fact and their



1       egregious attempts to profit from my determent and  
2       Defendant(s) non compliance with HAMP guidelines and state  
3       and federal foreclosure avoidance procedures as pled  
4       herein.

5       160. Defendants' have committed and continue to commit unfair  
6       lending practices in violation of NRS 598D

7       161. I have a legally project able interest in the controversy.

8       162. The issue is ripe for judicial determination because,  
9       inter alia, it presents an existing controversy as to the  
10      Parties' rights and obligation under the loan agreements  
11      and contract at issue herein.

12      163. Accordingly, I am entitled to a declaratory judgment under  
13      the Uniform Declaratory Judgments Act, NRS 30.0] 0 el seq.,  
14      finding that JP Morgan Chase Bank N.A. continues to violate  
15      truth in lending laws.

16      164. That in the event it is necessary for me to retain the  
17      services of an attorney to further prosecute this action  
18      and, therefore, I am entitled to reasonable attorney fees  
19      and costs of suit incurred herein.

20  
21                    **TWELTH CAUSE OF ACTION**

22                            Rescission

23  
24      165. As Plaintiff, I re-allege and incorporate by reference all  
25      preceding allegations of law and facts as it is fully set  
26      forth herein.

1 166.As Plaintiff I am entitled to full rescission against the  
2 flawed loan for all of the flowing reasons, each of which  
3 provide independent grounds for relief:

4 a. My alleged consent was obtained only though,  
5 Defendant(s) parties by and of their representing  
6 agents Fraud and Breach of Fiduciary duties:

7 b. Defendant(s) never disclosed the true note holder, but  
8 rather the loan was securitized and I was not aware of  
9 this until inflicted by the foreclosure process- i.e.  
10 equitable tolling applies;

11 c. Defendant(s) parties failed to provide accurate  
12 federally required disclosure;

13 d. Defendant(s) breached their contractual obligations;  
14 and

15 e. The public interest would be prejudiced by permitting  
16 the alleged contract to stand, as such action would  
17 reward an unscrupulous lender.

18 167.I herby demands restitution from the Defendant(s) parties  
19 as named herein in an amount that will restore me to a  
20 position I would have been if the Defendant parties, had  
21 not entered my life, through the course of the conduct  
22 herein alleged.

23  
24 **WHEREFORE**, I pray for a Judgment jointly and severally as  
25 follows:

26 1. That a Recession Order be entered by this Court against the  
27 Defendant(s);  
28

- 1       2. That I be awarded consecutive damages in an amount in  
2       excess of \$10,000.00;
- 3       3. That by said Decree or Order, it be declared and adjudged  
4       that said I am the true owner of the subject property, in  
5       fee simple, and that Defendant(s), and each of them, have  
6       no estate or interest whatsoever, in or to the subject real  
7       property, land, and premises; and a temporary restraining  
8       order and Injunction prohibiting any foreclosure action or  
9       eviction;
- 10      4. That the Defendant(s) be compelled to a novation concerning  
11      the loan on the subject property to effective and  
12      beneficial terms for all parties concerned.
- 13      5. That Defendant(s), its assignees and or successors be  
14      declared to have no right to foreclose upon the subject  
15      property and/or engage in eviction proceedings against me;
- 16      6. For award damages pursuant to NRS 598D
- 17      7. For award damages of conspiracy to violate Nevada law as  
18      pled;
- 19      8. For award for emotional distress
- 20      9. For applicable necessary attorney fees, paralegal fees and  
21      court costs of suit, with respect to the filing and  
22      prosecution of this lawsuit; and
- 23      10. For such other relief as the Court finds to just and  
24      proper.

1 Dated this 9<sup>th</sup> day of July, 2012

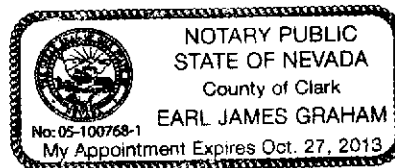
2  
3 By: 

4 Hanh Nguyen  
5 2131 E. Camero Ave.  
6 Las Vegas NV.89123

7 **ACKNOWLEDGEMENT**

8 Subscribed and sworn to before me this 9<sup>th</sup> day  
9 of July 2011.

10 Signed: 



11 NOTARY PUBLIC in and for the County of Clark, State of Nevada.  
12  
13  
14  
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**CERTIFICATE OF SERVICE**


I herby certify that the service of the forgoing document was personally provided to the following on the 9<sup>th</sup> day of July, 2012.

Via United States Mail to the following:

Jay Earl Smith, Esq.  
Katie M. Weber, Esq.  
SMITH LARSON & WIXOM  
Hill Center Business Park  
1935 Village Center Cir.  
Las Vegas, NV. 89134

I declare under the penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated: 7/9/12

  
Dis-interested third party